

**NELSON MULLINS RILEY & SCARBOROUGH LLP**  
PHILIP R. COSGROVE (SBN 92564)  
phil.cosgrove@nelsonmullins.com  
RYAN E. COSGROVE (SBN 277907)  
ryan.cosgrove@nelsonmullins.com  
19191 South Vermont Avenue, Suite 900  
Torrance, CA 90502  
Telephone: 424.221.7400  
Facsimile: 424.221.7499

Attorneys for Defendant  
GENERAL MOTORS LLC

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

JORDAN ANDERSON,  
Plaintiff,

GENERAL MOTORS, LLC; WMK, INC.,  
dba MOBILITY WORKS; FREEDOM  
MOBILITY, INC.; and JANE or JOHN DOES  
1 through 50, Inclusive,

## Defendants.

Case No.: 2:22-cv-00353-KJM-DMC

## **STIPULATED PROTECTIVE ORDER**

Action filed: February 23, 2022

WHEREAS, to facilitate the production and receipt of information during discovery in the above-captioned litigation (the “Litigation”), the parties agree and stipulate, through their respective counsel, to the entry of the following Protective Order (the “Order”) for the protection of Confidential and Highly Confidential Materials (as defined herein) that may be produced or otherwise disclosed during the course of this Litigation by or on behalf of any party or non-party. The Court has been fully advised in the premises and has found good cause for its entry.

Accordingly, IT IS HEREBY ORDERED that the terms and conditions of this Order shall govern the handling of discovery materials in the Litigation:

28 1. **Applicability of Order:** This Order will be applicable to and govern the handling

1 of documents, depositions, deposition exhibits, deposition videos, interrogatory responses,  
2 responses to subpoenas, responses to requests for admissions, responses to requests for production  
3 of documents, and all other discovery obtained pursuant to the Federal Rules of Civil Procedure  
4 by or from, or produced on behalf of a party in connection with the Litigation (this information  
5 hereinafter referred to as “Discovery Material”). As used herein, “Producing Party” or “Disclosing  
6 Party” shall refer to the parties in this Litigation that give testimony or produce documents or other  
7 information, non-parties for purposes of Section 10, and “Designating Party” shall refer to parties  
8 whose Confidential and Highly Confidential information is disclosed in documents produced by  
9 other parties or third parties, in which case the affected party may designate such information as  
10 Confidential or Highly Confidential under this Order. “Receiving Party” shall refer to the parties  
11 in this Litigation that receive such information. “Authorized Recipient” shall refer to any person  
12 or entity authorized by Sections 11 and 12 of this Order to obtain access to Confidential Material,  
13 Highly Confidential Material, or the contents of such Material.

14       2.     **Designation of Material:** Any party may designate Discovery Material that is in  
15 its possession, custody, or control to be produced to a Receiving Party, or Discovery Material  
16 that is produced by another party (including a third party) but qualifies for protection under this  
17 Order, as “Confidential” or “Highly Confidential” under the terms of this Order if the party in  
18 good faith reasonably believes that such Discovery Material contains non-public, confidential  
19 material as defined in Sections 3 and 4 below (hereinafter “Confidential Material” or “Highly  
20 Confidential Material”).

21       3.     **Confidential Material:** For purposes of this Order, Confidential Material is any  
22 information that a party believes in good faith to be confidential or sensitive information,  
23 including, but not limited to, trade secrets, research, design, development, financial, technical,  
24 marketing, planning, private or confidential personal information, customer information, or  
25 commercial information, as such terms are used in Rule 26(c)(1)(G) of the Federal Rules of Civil  
26 Procedure and any applicable case law interpreting Rule 26(c)(1)(G) or the former Rule 26(c)(7).

27       4.     **Highly Confidential Material:** For purposes of this Order, Highly Confidential  
28 Material is any Protected Data (defined below) and/or Confidential Material as defined in

1 Section 3 which also includes non-public product design and testing information or extremely  
2 sensitive, highly confidential, non-public information, consisting either of trade secrets or  
3 proprietary or other highly confidential business, financial, regulatory, or strategic information  
4 (including information regarding business plans, technical data, and non-public designs), the  
5 disclosure of which would create a substantial risk of competitive or business injury to the  
6 Producing or Designating Party. Certain Protected Data may compel alternative or additional  
7 protections beyond those afforded Highly Confidential Material, in which event the parties shall  
8 meet and confer in good faith, and, if unsuccessful, shall move the Court for appropriate  
9 relief.

10       5.     **Protected Data:** Protected Data shall refer to any information that a party believes  
11 in good faith to be subject to federal, state, or foreign Data Protection Laws or other privacy  
12 obligations. Protected Data constitutes highly sensitive materials requiring special protection.  
13 Designating material as Protected Data does not preclude the parties from designating that same  
14 material, as appropriate, for Confidentiality and Privilege.

15       6.     **Designating Confidential Material, Highly Confidential Material, or**  
16 **Protected Data:** The designation of Discovery Material as Confidential Material, Highly  
17 Confidential Material, or Protected Data for purposes of this Order shall be made in the following  
18 manner:

19       6.1    **Documents:** The parties shall label each page of a designated document as  
20            “Confidential” or “Highly Confidential” if feasible to do so. However,  
21            failure to do so shall not be considered a waiver of such designation, and  
22            shall not deem such information to not qualify as “Confidential” or “Highly  
23            Confidential.” A party who disagrees with another party's designation must  
24            nevertheless abide by that designation until the matter is resolved by written  
25            agreement of the parties or by order of the Court. Parties further to agree to  
26            abide by the producing party's designation upon notice, written or otherwise,  
27            that a party will seek appeal or other form of judicial review of an order of  
28            the Court. See 19., below.

6.2 **Deposition Transcripts.** Within thirty (30) days after receipt of the final transcript of the deposition of any party or witness in this case, a party or the witness may designate the transcript or sections thereof as "Confidential" or "Highly Confidential." If a designated transcript or transcript portion is filed with the Court, the designating party shall file a motion to file under seal. Unless otherwise agreed, all deposition transcripts shall be treated as "Confidential" until the expiration of the thirty-day period.

8       7.     **Inadvertent/Unintended Disclosure:** The inadvertent and/or unintentional failure  
9 to designate Discovery Material as Confidential or Highly Confidential does not constitute a  
10 waiver of such claim and may be remedied by prompt supplemental written notice upon discovery  
11 of any such disclosure (inadvertent or otherwise), with the effect that such Discovery Material will  
12 be subject to the protections of this Order. Designation of information or documents as  
13 “Confidential” or “Highly Confidential,” or failure to so designate, will not constitute an  
14 admission that information or documents are or are not confidential or trade secrets or that such  
15 information or documents may not be entitled to further protection under the law. Neither party  
16 may introduce into evidence in any proceeding between the parties, other than a motion to  
17 determine whether the Order covers the information or documents in dispute, the fact that the other  
18 party designated or failed to designate information or documents as “Confidential” or “Highly  
19 Confidential.”

20       8.     **Copies:** The Receiving Party may make copies of Discovery Material, but such  
21     copies shall become Confidential Material or Highly Confidential Material to the same extent,  
22     and subject to the same protections, as the Discovery Material from which those copies were  
23     made. The Receiving Party shall exercise good faith efforts to ensure that copies it makes of  
24     Discovery Material produced to it, and copies made by others who obtained such Discovery  
25     Material directly or indirectly from the Receiving Party, include the appropriate confidentiality  
26     legend, to the same extent that the Discovery Material has been marked with the appropriate  
27     confidentiality legend by the Producing or Designating Party. In the event that the Receiving Party  
28     receives notice in accordance with Section 7 of this Order that Discovery Material was

1 inadvertently or unintentionally disclosed without being designated as Confidential or Highly  
2 Confidential Material, the Receiving Party shall exercise good-faith efforts to notify the  
3 Producing Party, ensure that copies it makes of Discovery Material produced to it, and copies  
4 made by others who obtained such Discovery Material directly or indirectly from the  
5 Receiving Party, are marked with the appropriate confidentiality legend, are made available in  
6 whole or in part only to persons authorized to receive Confidential or Highly Confidential  
7 Material (as the case may be), and are at all times handled and used only in the manner that this  
8 Order permits or requires Confidential or Highly Confidential Material (as the case may be) to be  
9 handled and used.

10. **Derivative Works:** Any notes, lists, memoranda, indices, compilations prepared  
11 or based on an examination of Confidential Material or Highly Confidential Material, or any  
12 other form of information (including electronic forms), that quote from, paraphrase, copy, or  
13 disclose Confidential Material or Highly Confidential Material with such specificity that the  
14 Confidential Material or Highly Confidential Material can be identified, or by reasonable logical  
15 extension can be identified, shall be accorded the same status of confidentiality as the underlying  
16 Confidential Material or Highly Confidential Material from which they are made and shall be  
17 subject to all of the terms of this Order.

18. **Notice to Non-Parties:** Any party issuing a subpoena to a non-party shall enclose  
19 a copy of this Order with a request that the non-party either request the protection of this Order  
20 or notify the issuing party that the non-party does not need the protection of this Order or  
21 wishes to seek different protection.

22. **Persons Authorized to Receive Confidential Material:** Access to Protected  
23 Material shall be restricted, and may only be disclosed, summarized, described, characterized, or  
24 otherwise communicated or made available in whole or in part, solely to the following persons,  
25 who agree to be bound by the terms of this Order, unless additional persons are stipulated by  
26 counsel or authorized by the Court:

27. 11.1 Outside counsel of record for the parties, and the administrative staff of  
28 outside counsel's firms,

- 11.2 In-house counsel for the parties, and the administrative staff for each in-  
2 house counsel.
- 11.3 Any party in this Litigation who is an individual, and every employee,  
4 director, officer, or manager of any party to this action who is not an  
5 individual, but only to the extent necessary to further the interest of the  
6 parties in this Litigation.
- 11.4 Independent consultants or expert witnesses (including partners, associates  
8 and employees of the firm which employs such consultant or expert)  
9 retained by a party or its attorneys for purposes of this Litigation, but only  
10 to the extent necessary to further the interest of the parties in this Litigation,  
11 and only after executing the agreement attached hereto as Exhibit A.
- 11.5 The Court and its personnel, including, but not limited to,  
13 transcription/recording services engaged by the Court or the parties during  
14 this Litigation.
- 11.6 The authors or recipients of a document containing the Protected Material  
16 or a custodian or other person who otherwise know the information sought  
17 to be protected;
- 11.7 In connection with their depositions, non-party witnesses in this Litigation  
19 to whom disclosure is reasonably necessary and who have signed the  
20 agreement attached hereto as Exhibit A;
- 11.8 Any mediator(s) or settlement officer(s) mutually agreed upon by the  
22 parties;
- 11.9 Mock trial/focus group participants provided they have signed the  
24 agreement attached hereto as Exhibit A;
- 11.10 Employees of discovery or copy services, microfilming or database services,  
26 trial support firms and/or translators or other litigation support vendors  
27 who are engaged by the parties during this Litigation, but only after such  
28 service or support firm executes the agreement attached hereto as Exhibit

1 A.  
2

3       12. **Persons Authorized to Receive Highly Confidential Material:** Access to or use  
4 of any information, documents, or portions of documents marked, “Highly Confidential” shall be  
5 restricted, and may only be disclosed, summarized, described, characterized, or otherwise  
6 communicated or made available in whole or in part, solely to the persons listed in paragraphs  
7 11.1, 11.2, 11.4, 11.5, 11.6, 11.7, and 11.8, unless additional persons are stipulated by counsel or  
8 authorized by the Court.

9       13. **Agreement to Be Bound:** All persons described in paragraphs 11.4, 11.7, 11.9  
10 and 11.10 above shall not have access to the Protected Documents without having first read,  
11 acknowledged, an agree to be bound by this Order by executing the attached Exhibit A. Each  
12 Party’s counsel shall retain each such executed “Exhibit A” and shall keep a list identifying (a)  
13 all persons to whom Protected Documents have been disclosed, and (b) all Protected Documents  
14 disclosed to such persons. Each executed “Exhibit A” shall not be made available to the  
15 Designating Party during the pendency of the litigation but shall be available for an *in-camera*  
16 inspection by the Court if good cause for review is demonstrated by the Designating Party.  
17 During the pendency of the litigation or after the termination of the litigation, subject to the  
18 attorney work product doctrine/attorney-client privilege and for good cause shown, the Court  
19 may order any party to provide to the Designating Party the list referenced above and any  
20 executed “Exhibit A”. However, each such executed “Exhibit A” and list shall be submitted to  
counsel for the Designating Party at the conclusion of this litigation.

21       14. **Qualification of Outside Experts and Consultants:** Neither Confidential nor  
22 Highly Confidential Material shall be disclosed to any retained and/or testifying experts or  
23 consultants who are current employees of a direct competitor of any party named in the  
24 Litigation.

25       15. **Use of Discovery Material:** Discovery Material containing Confidential and/or  
26 Highly Confidential Material shall be used solely for purposes of the Litigation, including any  
27 appeal and retrial. Disclosure or dissemination outside of this Litigation and/or contrary to the terms of  
28 this Order is strictly prohibited.

1       16. **Exclusion of Individuals from Depositions:** Whenever Protected Material is to  
2 be disclosed in a deposition, the designating party may exclude from the room any person, other  
3 than persons designated in Sections 11 and 12, as appropriate, for that portion of the deposition.  
4 If Protected Material is to be disclosed in a judicial proceeding, the parties will endeavor to meet  
5 and confer in good faith and in advance about steps that can be taken, if any, to limit the disclosure  
6 of Protected Material.

7       17. **Storage of Confidential Material or Highly Confidential Material:** The  
8 recipient of any Confidential Material or Highly Confidential Material that is provided under this  
9 Order shall maintain such information in a reasonably secure and safe manner that satisfies the  
10 data security requirements of Section 28, *supra*, for electronically stored information, shall ensure  
11 that access is limited to the persons authorized under this Order, and shall further exercise the same  
12 standard of due and proper care with respect to the storage, custody, use, and/or dissemination of  
13 such information as is exercised by the recipient with respect to its own proprietary  
14 information.

15       18. **Filing of Confidential Material or Highly Confidential Material:** The following  
16 procedures apply provided they do not conflict with applicable rules and orders of the Court. If  
17 Protected Material is contained in documents that a designated party seeks to file with the Court,  
18 that party shall file a motion to file under seal, pursuant to FRCP 5.2 or local rules where  
19 applicable, the relevant excerpts constituting Protected Material within such documents shall  
20 be filed under seal and marked as follows or in substantially similar form:

21           18.1 CONFIDENTIAL

22                   IN ACCORDANCE WITH A PROTECTIVE ORDER, THE  
23                   ENCLOSURE(S) SHALL BE TREATED AS CONFIDENTIAL AND  
24                   SHALL NOT BE SHOWN TO ANY PERSON OTHER THAN THOSE  
25                   PERSONS DESIGNATED IN SECTION 11 OF THE PROTECTIVE  
26                   ORDER.

27                   *or*

28           18.2 HIGHLY CONFIDENTIAL

IN ACCORDANCE WITH A PROTECTIVE ORDER, THE  
ENCLOSURE(S) SHALL BE TREATED AS HIGHLY  
CONFIDENTIAL AND SHALL NOT BE SHOWN TO ANY PERSON  
OTHER THAN THOSE PERSONS DESIGNATED IN SECTION 12  
OF THE PROTECTIVE ORDER.

19. If a party is filing a document that it has itself designated as “Confidential” or “Highly Confidential,” that party shall reference this Order in submitting the documents it proposes to maintain under seal. If a non-designating party seeks to refer to, summarize, quote from, or attach a Confidential or Highly Confidential document to any court filing, a meet and confer is required before that information is disclosed in any court document or filing. Subsequent and pursuant to the meet and confer to discuss the Protected Documents intended to be filed by a non-designating party, and subject to agreement on the document to be filed, then the non-designating party shall file the document under seal.

20. **Challenging Designation of Materials:** A party shall not be obligated to challenge the propriety of a Confidential Material or Highly Confidential Material designation at the time made, and failure to do so shall not preclude a subsequent challenge thereto during the pendency of this Litigation.

20.1 **Challenge:** If a Receiving Party disagrees with the propriety of the Producing or Designating Party's designation of any document(s) or other discovery materials under this Order, counsel for the Receiving Party shall serve written notice upon the Producing or Designating Party's counsel, specifying the document(s) in question by bates number or other specific identifier.

20.2 **Meet and Confer and Motion:** Upon receipt of written notice challenging the designation of any Protected Document(s), the parties shall meet and confer within 30 days to attempt to reach an agreement on the designation of the document(s) in question. If an agreement cannot be reached between the parties concerning the propriety of the designation, the Producing or

Designating Party shall file a motion seeking Court adjudication of the propriety of the designation under applicable court rules or statutes.

**20.3 Status of Challenged Designation Pending Judicial Determination:** Any such document or documents shall at all times continue to be treated as designated by the designating party subject to this Order until such motion has been decided.

7        21. **No Application to Public or Otherwise Available Information:** This Order shall  
8 not limit or restrict a Receiving Party's use of information that the Receiving Party can  
9 demonstrate: (i) was lawfully in the Receiving Party's possession prior to such information being  
10 designated as Confidential or Highly Confidential Material in the Litigation and that the Receiving  
11 Party is not otherwise obligated to treat as confidential; (ii) was obtained without any benefit or  
12 use of Confidential or Highly Confidential Material from a third party having the right to disclose  
13 such information to the Receiving Party without restriction or obligation of confidentiality; (iii)  
14 was independently developed by it after the time of disclosure by personnel who did not have  
15 access to the Producing or Designating Party's Confidential or Highly Confidential Material; or  
16 (iv) has been independently published to the general public, and relevant Data Protection Laws do  
17 not apply. If the Receiving Party believes that the Disclosing Party has designated information that  
18 is covered by any of the preceding categories as Confidential Material or Highly Confidential  
19 Material, the Receiving Party may challenge the propriety of such designation using the procedure  
20 outlined in Section 19 above. Any challenged designation remains in force until the propriety of  
21 such designation has been decided as outlined above. This Order shall not limit or restrict GM's  
22 use of documents or production of documents it is required to produce by legal process in other  
23 matters. Further, this Order shall not require the production of documents that GM is prohibited  
24 by court order from producing in another matter.

25       22. **No Waiver of Privilege (FRE 502(d)):** The production of privileged or work-  
26 product protected documents, electronically stored information (“ESI”), or any other information,  
27 whether inadvertent or otherwise, is not a waiver of the privilege or protection from discovery in  
28 this Litigation or in any other federal or state proceeding. This order shall be interpreted to provide

1 the maximum protection allowed by Federal Rule of Evidence 502(d). The provisions of Federal  
2 Rule of Evidence 502(b) are inapplicable to the production of Protected Information under this  
3 Order.

4 **23. Effect of Disclosure of Privileged Information (FRCP 26(b)(5)(B) and FRE  
5 502(e)):** Pursuant to Federal Rule Civil Procedure 26(b)(5)(B) and Federal Rule of Evidence  
6 502(e), the Receiving Party hereby agrees to return, sequester, or destroy any Privileged  
7 Information disclosed or produced by Designating or Producing Party upon request. If the  
8 Receiving Party reasonably believes that Privileged Information has been inadvertently disclosed  
9 or produced to it, it shall promptly notify the Designating or Producing Party and sequester  
10 such information until instructions as to disposition are received. The failure of any party to  
11 provide notice or instructions under this Paragraph shall not constitute a waiver of, or estoppel  
12 as to, any claim of attorney-client privilege, attorney work product, or other ground for  
13 withholding production as to which the party would be entitled in the Litigation or any other  
14 federal or state proceeding.

15 **24. Order Remains in Force:** This Order shall remain in force and effect until  
16 modified, superseded, or terminated by consent of the parties or by order of the Court made upon  
17 reasonable written notice. Unless otherwise ordered, or agreed upon by the parties, this Order shall  
18 survive the termination of this Litigation. The Court retains jurisdiction even after termination  
19 of this Litigation to enforce this Order and to make such amendments, modifications, deletions,  
20 and additions to this Order as the Court may from time to time deem appropriate.

21 **25. No Waiver of Grounds for Producing Material:** This Order shall not be  
22 construed to limit a party's right or require a party to conduct a review of documents, ESI or  
23 information (including metadata) for relevance, responsiveness and/or segregation of privileged  
24 and/or protected information before production.

25 **26. No Loss of Confidential or Highly Confidential Status by Use in Litigation  
26 or Appeal:** If any Confidential or Highly Confidential Material is used in any court proceeding  
27 in this Litigation or any appeal therefrom, such Confidential or Highly Confidential Material  
28 shall not lose its status as Confidential or Highly Confidential through such use, regardless of

1 whether it has been lawfully placed on the public record in connection with this Litigation.  
2 Counsel shall comply with all applicable local rules and shall confer on such procedures that are  
3 necessary to protect the confidentiality of any documents, information, and transcripts used in  
4 the course of any court proceedings, including petitioning the Court to close the court room.

5 **27. Confidential or Highly Confidential Material Subpoenaed or Ordered**  
6 **Produced in Other Actions:** If any person receiving or otherwise in possession, custody, or  
7 control of documents or material governed by this Order (the “Receiver”) is served with a  
8 subpoena, order, interrogatory, document request, or civil investigative demand (collectively, a  
9 “Demand”) issued in any other action, investigation, or proceeding, and such Demand seeks  
10 Discovery Material that was produced or designated as Confidential Material or Highly  
11 Confidential Material by someone other than the Receiver, the Receiver shall give prompt written  
12 notice by email within ten (10) business days of receipt of such Demand to the party or non-party  
13 who produced or designated the material as Confidential Material or Highly Confidential  
14 Material, and shall object to and refrain from the production of such materials on the grounds of  
15 the existence of this Order. The burden of opposing the enforcement of the Demand shall fall  
16 upon the party or non-party who produced or designated the material as Confidential Material or  
17 Highly Confidential Material. Unless the party or non-party who produced or designated the  
18 Confidential Material or Highly Confidential Material seeks an order directing that the Demand  
19 not be complied with, and serves such request upon the Receiver prior to production pursuant to  
20 the Demand, the Receiver shall be permitted to produce documents responsive to the Demand on  
21 the Demand response date. If, however, a party seeks such an order, the Receiving Party will not  
22 produce documents responsive to the Demand until a court of competent jurisdiction resolves the  
23 dispute or the parties otherwise agree that the production can be made. The Receiver will ensure  
24 that Confidential Material or Highly Confidential Material is adequately secured during transfer  
25 and will include with the production a copy of this Order. Nothing in this Order shall be construed  
26 as authorizing a party to disobey a lawful subpoena issued in another action.

27 **28. Redaction Allowed:** Any Producing or Designating Party may redact from the  
28 documents and materials it produces information that the Producing or Designating Party claims is

1 subject to attorney-client privilege, work product immunity, a legal prohibition against disclosure,  
2 or any other privilege or immunity. The Producing or Designating Party shall mark each thing  
3 where information has been redacted with a legend stating “REDACTED,” and specify the basis  
4 for the redaction (e.g., privilege, confidential, highly confidential, etc.), as appropriate, or a  
5 comparable notice. Where a document consists of more than one page, at least each page on which  
6 information has been redacted shall be so marked. The Producing or Designating Party shall  
7 preserve an unredacted version of each such document. In addition to the foregoing, the  
8 following shall apply to redactions of Protected Data:

- 9 28.1 Any party may redact Protected Data as defined in Section 5 that it  
10 claims, in good faith, requires protection under the terms of this Order.
- 11 28.2 Protected Data shall be redacted from any public filing not filed under seal.
- 12 28.3 The right to challenge and process for challenging the designation of  
13 redactions shall be the same as the right to challenge and process for  
14 challenging the designation of Confidential Material and Highly  
15 Confidential Material as set forth in Section 19.

16 29. **Data Security:** Any person in possession of Confidential Material or Highly  
17 Confidential Material shall maintain a written information security program that includes  
18 reasonable administrative, technical, and physical safeguards designed to protect the security  
19 and confidentiality of such Confidential Material or Highly Confidential Material, protect  
20 against any reasonably anticipated threats or hazards to the security of such Confidential  
21 Material or Highly Confidential Material, and protect against unauthorized access to  
22 Confidential Material or Highly Confidential Material. To the extent a party or person does  
23 not have an information security program, they may comply with this provision by having the  
24 Confidential Material or Highly Confidential Material managed by and/or stored with eDiscovery  
25 vendors or claims administrators that maintain such an information security program. If a  
26 Receiving Party or Authorized Recipient discovers any loss of Confidential Material or Highly  
27 Confidential Material or a breach of security, including any potential or suspected unauthorized  
28 access, relating to another party’s Confidential Material or Highly Confidential Material, the

1 Receiving Party or Authorized Recipient shall: (1) immediately provide written notice to the  
2 Producing or Designating Party of such breach; (2) investigate and make reasonable efforts to  
3 remediate the effects of the breach, and provide the Producing or Designating Party with  
4 assurances reasonably satisfactory to the Producing or Designating Party that such breach shall  
5 not recur; and (3) provide sufficient information about the breach that the Producing or  
6 Designating Party can reasonably ascertain the size and scope of the breach. The Receiving Party  
7 or Authorized Recipient agrees to cooperate with the Producing or Designating Party or law  
8 enforcement in investigating any such security incident. In any event, the Receiving Party or  
9 Authorized Recipient shall promptly take all necessary and appropriate corrective action to  
10 terminate the unauthorized access.

11       30.     **End-of-Matter Data Disposition:** Upon final resolution of this Litigation the  
12 Parties will certify that a good-faith effort has been made that all Confidential Material and/or Highly  
13 Confidential Material has been returned to the Producing or Designating Party and/or been  
14 destroyed in a secure manner, at the discretion and direction of the Producing or Designating Party.  
15 If a party elects to destroy Confidential Material and/or Highly Confidential Material upon final  
16 resolution of this Litigation, that party will provide an affidavit to the Producing or Designation  
17 Party attesting to secured destruction.

18       31.     This Order does not preclude a party or its counsel from reporting any alleged  
19 safety defect or concerns to the National Highway Traffic Safety Administration ("NHTSA") or  
20 any governmental agency with the authority to study public safety issues pertinent to the product  
21 at issue. However, a party may not share a Producing Party's Confidential or Highly Confidential  
22 documents or other discovery materials with NHTSA or any governmental agency without prior  
23 consent of the Producing Party, except as required to comply with a court order. Any request for  
24 disclosure of a Producing Party's Confidential or Highly Confidential documents or other  
25 discovery materials should be directed to the Producing Party. The terms of this Protective Order  
26 do not preclude GM from providing confidential and/or protected information and documents to the  
27 National Highway Traffic Safety Administration ("NHTSA"), either voluntarily or in connection  
28 with GM's obligations under the National Traffic and Motor Vehicle Safety Act of 1966 ("Safety

Act”), 49 U.S.C. § 30101, et seq.

**32. Violations of this Order:** If any person or party should violate the terms of this Order, the aggrieved Producing or Designating Party may apply to the Court to obtain relief against any such person or party violating or threatening to violate any of the terms of this Order. If the aggrieved Producing or Designating Party seeks injunctive relief, it must petition the Court for such relief, which may be granted at the sole discretion of the Court. The parties and any other person subject to the terms of this Order agree that this Court shall retain jurisdiction over it and them for the purpose of enforcing this Order.

IT IS SO ORDERED.

Respectfully stipulated to and submitted by,

By: /s/

Estee Lewis, Esq.

*Counsel for Plaintiff*

By: /s/

Samantha H. Ramsey, Esq.

## *Counsel for Defendants*

1 By: /s/  
2  
3  
4  
5  
6  
7

Philip R. Cosgrove – 92564  
Nelson Mullins Riley & Scarborough LLP  
19191 S. Vermont Ave., Suite 900  
Torrance, CA 90502

*Counsel for Defendant General Motors LLC*

8 IT IS SO ORDERED:  
9  
10  
11  
12

Dated: September 2, 2022



---

13 DENNIS M. COTA  
14 UNITED STATES MAGISTRATE  
15 JUDGE  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## EXHIBIT A

**THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

JORDAN ANDERSON,

Plaintiff,

vs.

GENERAL MOTORS, LLC; WMK, INC., dba  
MOBILITY WORKS; FREEDOM  
MOBILITY, INC.; and JANE or JOHN DOES  
1 through 50, Inclusive,

## Defendants.

Case No.: 2:22-cv-00353-KJM-DMC

Honorable

## Agreement Concerning Information

## **Covered By Stipulated Protective Order**

I, \_\_\_\_\_, hereby acknowledge that I have received a copy of the Stipulated Protective Order entered in the above-captioned action by the United States District Court for the Eastern District of California (hereinafter, the “Protective Order”).

I have either read the Protective Order or have had the terms of the Protective Order explained to me by my attorney.

I understand the terms of the Protective Order and agree to comply with and to be bound by such terms.

If I receive documents or information designated as Confidential Material or Highly Confidential Material (as those terms are defined in the Protective Order), I understand that such information is provided to me pursuant to the terms and restrictions of the Protective Order.

I agree to hold in confidence and not further disclose or use for any purpose (other than is permitted by the Protective Order) any information disclosed to me pursuant to the terms of the Protective Order. I agree to maintain and abide by the Data Security provisions and End-of-Matter Data Disposition provisions set forth in the Protective Order.

1 I hereby submit myself to the jurisdiction of the United States District Court for the  
2 \_\_\_\_\_

3 District of \_\_\_\_\_ for resolution of any matters pertaining to the Protective  
4 \_\_\_\_\_

5 My present employer is \_\_\_\_\_

6 Dated: \_\_\_\_\_

7 Signed: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I hereby certify that on September 2, 2022, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system and I served a copy of the foregoing pleading on all counsel for all parties, via the CM/ECF system and/or mailing same by United States Mail, properly addressed, and first class postage prepaid, to all counsel of record in this matter.

By: /s/ Philip R. Cosgrove  
Philip R. Cosgrove

NELSON MULLINS RILEY & SCARBOROUGH LLP  
ATTORNEYS AT LAW  
LOS ANGELES